

Договір публічної оферти

За цим Договором одна сторона Виконавець, з одного боку, і будь-яка особа, яка прийняла умови даного Договору публічної оферти - Замовник, з іншого боку, далі разом - Сторони, уклали даний Договір публічної оферти (далі — Договір), адресований необмеженому колу осіб, який є офіційною публічною пропозицією Виконавця укласти із Замовниками договір про надання медичних послуг, шляхом розміщення заявки на отримання послуг у відповідному розділі Веб-сайту <https://visitukraine.today/>.

Замовники, розміщуючи у відповідному розділі Веб-сайту <https://www.callab.com.ua/> заявку на отримання від Виконавця медичних послуг, приймають умови цього Договору про нижченаведене.

1. ЗАГАЛЬНІ ПОЛОЖЕННЯ

1.1. Договірні відносини між Замовником і Виконавцем оформляються у вигляді Договору публічної оферти. Натискання на сторінці Веб-сайту <https://visitukraine.today/> у відповідному розділі кнопки “ОФОРМИТИ ОН-ЛАЙН ЗАЯВКУ”, означає, що Замовник, незалежно від статусу (фізична особа, юридична особа, фізична особа — підприємець), згідно чинного українського законодавства, взяв до виконання умови Договору публічної оферти, які вказані нижче.

1.2. Договір публічної оферти є публічним, тобто відповідно до статей 633, 641 Цивільного кодексу України його умови однакові для всіх Замовників незалежно від статусу (фізична особа, юридична особа, фізична особа — підприємець). При повній згоді з даним Договором Замовник приймає умови та порядок оформлення замовлення, порядок оплати та надання послуг Виконавцем, умови відповідальності за невиконання умов цього Договору.

1.3. Даний Договір набуває чинності з моменту натискання на кнопку “ОФОРМИТИ ОН-ЛАЙН ЗАЯВКУ”, яким Замовник висловлює бажання отримати від Виконавця відповідні послуги та діє до моменту повного надання Виконавцем замовлених послуг, і повного розрахунку Замовником за надані послуги.

2. ТЕРМІНИ І ВИЗНАЧЕННЯ

«Договір публічної оферти» - публічний договір, зразок якого розміщений на Веб-сайті <https://www.callab.com.ua/>, і застосування якого є обов’язковим для всіх Замовників, що висловили бажання отримати від Виконавця відповідні послуги, пропозиція про надання яких розміщена Виконавцем на сайті <https://www.callab.com.ua/>.

«Акцепт» - прийняття Замовником пропозиції Виконавця щодо надання послуг, вказаних у відповідному розділі сайту <https://visitukraine.today/>, шляхом натискання на кнопку “ОФОРМИТИ ОН-ЛАЙН ЗАЯВКУ”.

«Послуги» - медичні послуги із відібрання біологічного матеріалу для проведення

Public Offer Agreement

Under this Agreement, one party, the Contractor, on the one part, and any person who has accepted the terms of this Public Offer Agreement – the Customer, on the other part, hereinafter together – the Parties, have entered into this Public Offer Agreement (hereinafter – the Agreement) addressed to an unlimited number of persons, and which is the official public offer of the Contractor to enter into an agreement with the Customers on the provision of medical services by placing an application for services in the relevant section of the website <https://visitukraine.today/>.

Customers, placing in the relevant section of the website <https://www.callab.com.ua/> application to receive medical services from the Contractor, accept the terms of this Agreement on the following.

1 GENERAL PROVISIONS

1.1 The contractual relationship between the Customer and the Contractor is executed in the form of the Public Offer Agreement. Clicking on the website page <https://visitukraine.today/> in the relevant section "SUBMIT ONLINE APPLICATION" means that the Customer, regardless of status (individual, legal entity, individual entrepreneur), according to the current Ukrainian legislation, has accepted the terms of the Public Offer Agreement, which are listed below.

1.2 The Public Offer Agreement is public, that is, according to Articles 633, 641 of the Civil code of Ukraine, its conditions are identical for all Customers irrespective of the status (individual, legal entity, individual entrepreneur). In full agreement with this Agreement, the Customer accepts the conditions and procedure for placing an order, the procedure for payment and provision of services by the Contractor, terms of responsibility for failure to comply with the terms of this Agreement.

1.3 This Agreement shall enter into force upon clicking on the "SUBMIT ONLINE APPLICATION" button, by which the Customer expresses a desire to receive relevant services from the Contractor, and is valid until the Contractor fully provides the ordered services and the Customer fully pays for services rendered.

2 DEFINITIONS

"Public offer agreement" – a public agreement, a sample of which is posted on the website <https://www.callab.com.ua/>, and the application of which is mandatory for all Customers who have expressed a desire to receive from the Contractor the relevant services, the proposal for the provision of which is posted by the Contractor at <https://www.callab.com.ua/>.

"Acceptance" – acceptance by the Customer of the Contractor's proposal to provide the services specified in the relevant section of the website <https://visitukraine.today/>, by clicking on the button "SUBMIT ONLINE APPLICATION".

лабораторних досліджень, щодо надання яких на Веб-сайті <https://visitukraine.today/> розміщена пропозиція Виконавця.

«**Замовник**» - будь-яка дієздатна фізична, юридична особа, фізична особа-підприємець, згідно чинного українського законодавства, що відвідали Веб-сайт <https://visitukraine.today/> та мають намір замовити послуги у Виконавця.

«**Виконавець**» - Товариство з обмеженою відповідальністю «КОЛЛАБ» (код ЄДРПОУ 42820998).

«**Замовлення**» - належно оформлена та розміщена на Веб-сайті <https://visitukraine.today/> заявка Замовника на отримання послуг, що адресується Виконавцю.

«**Законодавство**» - встановлені українським законодавством норми для регулювання договірних правовідносин за Договором.

3. ПРЕДМЕТ ДОГОВОРУ

3.1. Виконавець зобов'язується на умовах та в порядку, визначених цим Договором, надати Замовнику послуги на основі Замовлення, оформленого Виконавцем у відповідному розділі Веб-сайту <https://www.callab.com.ua/>, а Замовник зобов'язується на умовах та в порядку, визначених цим Договором, сплатити вартість замовлених послуг та прийняти надані Виконавцем послуги.

3.2. Замовник та Виконавець підтверджують, що цей Договір не є фіктивною чи удаваною угодою або угодою, укладеною під впливом тиску чи обману.

3.3. Виконавець підтверджує, що має всі необхідні дозволи та ліцензії на здійснення господарської діяльності, які регулюють сферу правовідносин, що виникають та діють в процесі виконання цього Договору, та зобов'язується нести відповідальність у випадку порушення прав Замовника в процесі виконання цього Договору та порядку надання послуг.

4. ПРАВА ТА ОБОВ'ЯЗКИ ВИКОНАВЦЯ

4.1. Виконавець зобов'язаний:

- виконувати умови даного Договору;
- у разі отримання від Замовника Замовлення надати відповідні послуги на умовах та порядку, передбаченому цим Договором;
- повідомити Замовника про отримані результати наданих послуг, у спосіб погоджений між Сторонами;
 - не розголошувати третім особам конфіденційну інформацію, одержану в процесі виконання цього Договору, за винятком випадків, передбачених законодавством України;
 - Не розголошувати лікарську таємницю та персональні дані;
 - Повідомити негайно Замовникові про неможливість надання послуг в установлений термін з будь-якої причини;

"**Services**" – medical services for the selection of biological material for laboratory research, on the provision of which the Contractor's proposal is posted on the website <https://visitukraine.today/>.

"**Customer**" – any capable individual, legal entity, individual entrepreneur, according to the current Ukrainian legislation, who visited the website <https://visitukraine.today/> and intend to order services from the Contractor.

"**Contractor**" – Limited Liability Company "COLLAB" (USREOU code 42820998).

"**Order**" – the Customer's application for receiving services, which is duly executed and posted on the website <https://visitukraine.today/> and addressed to the Contractor.

"**Legislation**" – rules for the regulation of contractual relations under the Agreement, established by the Ukrainian legislation.

3 SUBJECT OF THE AGREEMENT

3.1 The Contractor undertakes to provide services to the Customer on the terms and in the manner specified in this Agreement based on the Order issued by the Contractor in the relevant section of the website <https://www.callab.com.ua/>, and the Customer undertakes on the terms and in the manner specified in this Agreement, to pay the cost of the ordered services and accept the services provided by the Contractor.

3.2 The Customer and the Contractor confirm that this Agreement is not a fictitious or sham deal or an agreement concluded under the influence of pressure or deception.

3.3 The Contractor confirms that he has all the necessary permits and licenses to conduct business activities that regulate the scope of legal relations arising and operating in the process of executing this Agreement, and undertakes to be liable in case of violation of the Customer's rights in the implementation of this Agreement and the procedure for providing services.

4 RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

4.1 The Contractor is obliged to:

- Comply with the terms of this Agreement;
- In case of receipt of the Order from the Customer to provide the relevant services on the terms and in the manner prescribed by this Agreement;
- Notify the Customer of the results of the services provided, in a manner agreed between the Parties;
 - Not to disclose to third parties confidential information obtained in the course of performance of this Agreement, except as provided by the legislation of Ukraine;
 - Not to disclose medical secrets and personal data;

- Здійснювати відбір біологічних матеріалів з дотриманням правил асептики.
- Використовувати стерильні інструменти, матеріали, лабораторний посуд, транспортні середовища, фізіологічний розчин та розчини антикоагулянтів;
- З моменту отримання Виконавцем біологічного матеріалу, Виконавець відповідає за дотримання умов та правил транспортування та зберігання біологічного матеріалу.

4.2. Виконавець має право:

- в односторонньому порядку призупинити надання послуг за цим Договором у випадку порушення Замовником умов цього Договору;
 - Вимагати від Замовника дотримання умов Договору;
 - Для реалізації умов цього Договору залучати третіх осіб, сторонні організації, дотримуючись умов конфіденційності інформації.

5. ПРАВА ТА ОБОВ'ЯЗКИ ЗАМОВНИКА

5.1. Замовник зобов'язаний:

- своєчасно оплатити вартість послуг Виконавця на умовах цього Договору;
- ознайомитись з інформацією про порядок та умови надання послуг, яка розміщена на Веб-сайті <https://visitukraine.today/>;
- сприяти Виконавцю у наданні послуг, шляхом виконання вказівок медичного персоналу Виконавця, які стосуються питань пов'язаних із наданням послуг за цим Договором.

5.2. Замовник має право:

- оформити Замовлення на отримання послуг Виконавця на відповідній сторінці Веб-сайту <https://visitukraine.today/>;
- вимагати від Виконавця виконання умов цього Договору;
 - вимагати від Виконавця збереження лікарської таємниці та конфіденційної інформації;
 - інші права, передбачені Законом України «Про захист прав споживачів».

6. ПОРЯДОК ОФОРМЛЕННЯ ЗАМОВЛЕННЯ

6.1. Замовник самостійно оформлює Замовлення на відповідній сторінці Веб-сайту <https://visitukraine.today/> шляхом заповнення необхідної інформації у відповідній електронній формі на сайті та натисканням на кнопку "ОФОРМИТИ ОН-ЛАЙН ЗАЯВКУ", або зробивши замовлення за номером телефону, вказаному в розділі контактів Веб-сайту <https://visitukraine.today/>.

6.2. Строк для прибуття медичного персоналу Виконавця на місце надання послуг, вказане

- Notify the Customer immediately about the impossibility of providing services in a timely manner for any reason;
- Carry out the selection of biological materials in accordance with the rules of asepsis;
- Use sterile instruments, materials, laboratory glassware, transport media, saline and anticoagulant solutions;
- From the moment the Contractor receives the biological material, the Contractor is responsible for compliance with the conditions and rules of transportation and storage of biological material.

4.2 The Contractor has the right to:

- Unilaterally suspend the provision of services under this Agreement in case of breach by the Customer of the terms of this Agreement;
- Require the Customer to comply with the terms of the Agreement;
- To implement the terms of this Agreement, involve third parties, third-party organizations, observing the terms of confidentiality of information.

5 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1 The Customer is obliged to:

- Timely pay the cost of the Contractor's services under the terms of this Agreement;
- Familiarize with the information on the procedure and conditions of providing services, which is posted at <https://visitukraine.today/>;
- Assist the Contractor in the provision of services by following the instructions of the medical staff of the Contractor concerning the issues related to the provision of services under this Agreement.

5.2 The Customer has the right to:

- Place an Order to receive the services of the Contractor on the relevant page at <https://visitukraine.today/>;
- Require the Contractor to comply with the terms of this Agreement;
- Require the Contractor to maintain medical secrecy and confidential information;
- Other rights provided by the Law of Ukraine "On Protection of Consumer Rights".

6 ORDER PROCEDURE

6.1 The Customer places the Order on the relevant page of the website <https://visitukraine.today/> by filling in the required information in the appropriate electronic form on the site and clicking on the button "SUBMIT ONLINE APPLICATION", or by making an order by phone specified in contact section of the website <https://visitukraine.today/>.

6.2 The term for the arrival of the Contractor's medical staff at the place of provision of services specified by

Замовником, не може бути меншим ніж 2 години з моменту оформлення Замовником відповідного Замовлення.

7. ВАРТІСТЬ ПОСЛУГ І ПОРЯДОК ОПЛАТИ

7.1. Вартість послуг визначається за кожним Замовленням окремо, залежно від обраної Замовником послуги, та зазначається Виконавцем у відповідному розділі на сторінці Веб-сайту <https://www.callab.com.ua/>.

7.2. Виконавець може оплатити Замовлення безготівковим розрахунком безпосередньо на сайті Веб-сайті <https://visitukraine.today/> в нижній частині головної сторінки.

7.3. У разі, якщо Замовлення анульоване за письмовою заявою Замовника протягом строку дії Замовлення, а послуги ще не були надані частково або повністю, оплачена вартість послуг підлягає поверненню у формі, в якій було здійснено оплату таких послуг, протягом 10 робочих днів з моменту прийняття рішення Виконавцем про повернення Замовнику вартості неотриманих послуг.

7.4. Заява на повернення грошових коштів може бути подана Замовником за зверненням до контакт-центру Виконавця +380961121515 та надання ідентифікуючих документів про Замовлення та особу Замовника, а також платіжних реквізитів для повернення коштів. У разі подання Замовником письмової заяви на паперовому носії, така заява направляється Замовником на юридичну адресу Виконавця, рекомендованим листом. До заяви додається копія документу, що посвідчує особу, яка оплатила Замовлення послуг.

8. ВІДПОВІДАЛЬНІСТЬ СТОРІН ТА ВИРІШЕННЯ СПОРІВ

8.1. Сторони відповідають за невиконання або неналежне виконання умов цього Договору в порядку, передбаченому цим Договором і, чинним українським законодавством.

8.2. У разі виникнення спорів, пов'язаних з виконанням Сторонами цього Договору Сторони зобов'язуються вирішувати їх шляхом переговорів з дотриманням претензійного порядку. Термін розгляду претензії — 7 (сім) календарних днів від дати її отримання.

8.3. Усі спори, розбіжності або вимоги, що виникають з цього Договору або у зв'язку з ним, у тому числі що стосуються його виконання, порушення, припинення або недійсності, підлягають вирішенню у відповідному суді згідно із положеннями українського матеріального і процесуального права.

9. ФОРС-МАЖОРНІ ОБСТАВИНИ

9.1. Сторони не несуть відповідальності за невиконання будь-якого зі своїх зобов'язань, за винятком зобов'язань по оплаті, якщо доведуть, що таке невиконання було викликано форс-мажорними обставинами, тобто подіями або обставинами, дійсно знаходяться поза контролем такої Сторони, настали після укладення цього Договору, що носять

the Customer may not be less than 2 hours from the moment the Customer places the relevant Order.

7 COST OF SERVICES AND PAYMENT PROCEDURE

7.1 The cost of services is determined for each Order separately, depending on the service selected by the Customer, and is indicated by the Contractor in the relevant section on the website page <https://www.callab.com.ua/>.

7.2. The Contractor may pay for the Order by cashless payment directly on the website <https://visitukraine.today/> at the bottom of the main page.

7.3. If the Order is canceled at the written request of the Customer during the validity of the Order, and the services have not been provided in part or in full, the paid cost of services shall be refunded in the form in which such services were paid, within 10 working days from the date of the decision by the Contractor to return the cost of the services not received by the Customer.

7.4. The application for a refund can be submitted by the Customer by contacting the Contractor's contact center +380961121515 and providing identification documents about the Order and the identity of the Customer, as well as payment details for the refund. In case the Customer submits a written application on paper, such application shall be sent by the Customer to the legal address of the Contractor, by registered mail. A copy of the document certifying the person who paid for the Service Order shall be attached to the application.

8 RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

8.1 The Parties shall be liable for non-performance or improper performance of the terms of this Agreement in the manner prescribed by this Agreement and applicable Ukrainian legislation.

8.2 In the event of disputes related to the implementation of this Agreement by the Parties, the Parties undertake to resolve them through negotiations in accordance with the claim procedure. The term for consideration of the claim is 7 (seven) calendar days from the date of its receipt.

8.3 All disputes, disagreements or claims arising from or in connection with this Agreement, including those related to its implementation, violation, termination or invalidity, shall be resolved in the relevant court in accordance with the provisions of Ukrainian substantive and procedural law.

9 FORCE MAJEURE

9.1 The Parties shall not be liable for non-performance of any of their obligations, except for payment obligations, if they prove that such non-performance was caused by force majeure, that is, events or circumstances that are really beyond the control of such Party, occurred after conclusion of this Agreement, and are unpredictable and unavoidable.

непередбачений і невідворотний характер. До форс-мажорних обставин належать, зокрема, природні катаклізми, страйки, пожежі, повені, вибухи, обмерзання, війни (як оголошені, так і неоголошені), заколоти, затримки транспорту, викликана аваріями або несприятливими погодними умовами, небезпеки і випадковості на морі, ембарго, катастрофи, обмеження, що накладаються державними органами (включаючи розподілу, пріоритети, офіційні вимоги, квоти і ціновий контроль), якщо ці обставини безпосередньо вплинули на виконання цього Договору.

9.2. Сторона, для якої стало неможливим виконання зобов'язань за цим Договором через настання форс-мажорних обставин, повинна негайно інформувати іншу Сторону в письмовому вигляді про виникнення вищевказаних обставин, а також протягом 30 (тридцяти) календарних днів надати іншій Стороні підтвердження форс-мажорних обставин. Таким підтвердженням буде довідка, сертифікат або інший відповідний документ, виданий уповноваженим державним органом, розташованим за місцем виникнення форс-мажорних обставин.

9.3. Час, який потрібен Сторонам для виконання своїх зобов'язань за цим Договором, буде продовжено на будь-який термін, протягом якого було відкладено виконання через перерахованих обставин.

9.4. Якщо через дію обставин непереборної сили невиконання зобов'язань за цим Договором триває більше трьох місяців, кожна із Сторін має право розірвати цей Договір в односторонньому порядку, письмово повідомивши про це іншу сторону. Незважаючи на настання форс-мажору, перед припиненням цього Договору внаслідок форс-мажорних обставин Сторони здійснюють остаточні взаєморозрахунки.

Незважаючи на настання форс-мажору, перед припиненням цього Договору внаслідок форс-мажорних обставин Сторони здійснюють остаточні взаєморозрахунки.

10. ІНШІ УМОВИ ДОГОВОРУ

10.1. Інформація, що надається Замовником є конфіденційною. Інформація про Замовника використовується виключно в цілях виконання його Замовлення (відправлення повідомлення Замовнику про прийняття Замовлення, надсилання рекламних повідомлень і т.д.).

10.2. Власним акцептування Договору та представлення відмітки у відповідному місці на сайті <https://visitukraine.today/> Замовник добровільно надає згоду на збір та обробку власних персональних даних з наступною метою: дані, що стають відомі використовуватимуться в комерційних цілях, в тому числі для обробки замовлень, отримання інформації про замовлення, надсилання телекомунікаційними засобами зв'язку

Force majeure includes, but is not limited to, natural disasters, strikes, fires, floods, explosions, icing, wars (both declared and undeclared), riots, traffic delays caused by accidents or adverse weather conditions, hazards and accidents at sea, embargoes, catastrophes, restrictions imposed by government authorities (including allocations, priorities, formal requirements, quotas and price controls), if these circumstances directly affected the implementation of this Agreement.

9.2 A Party for which it has become impossible to fulfill its obligations under this Agreement due to force majeure shall immediately notify the other Party in writing of the occurrence of the above circumstances, and within 30 (thirty) calendar days to provide the other Party with confirmation of force majeure. Such confirmation shall be a certificate or other relevant document issued by an authorized state body located at the place of occurrence of force majeure.

9.3 The time required by the Parties to fulfill their obligations under this Agreement shall be extended for any period during which performance has been delayed due to the above circumstances.

9.4 If, due to force majeure, the non-performance of obligations under this Agreement lasts for more than three months, each of the Parties has the right to terminate this Agreement unilaterally by notifying the other party in writing. Notwithstanding the occurrence of force majeure, before the termination of this Agreement due to force majeure circumstances, the Parties shall make final settlements.

10 OTHER CONDITIONS OF THE AGREEMENT

10.1 The information provided by the Customer is confidential. Information about the Customer is used exclusively for the purpose of fulfilling his Order (sending a message to the Customer about acceptance of the Order, sending advertising messages, etc.).

10.2 By accepting the Agreement and marking it in the appropriate place on the website <https://www.callab.com.ua/> the Customer voluntarily agrees to the collection and processing of personal data for the following purpose: the data that becomes known will be used for commercial purposes, including for order processing, receiving order information, sending by telecommunication means (e-mail, mobile communication) of advertising and special offers, information about promotions, or any other information about the activities of the website <https://visitukraine.today/>

For the purposes provided for in this paragraph, the Customer may send letters, messages and materials to the postal address or e-mail to the Customer, as well as send sms-messages, make calls to the telephone number specified in the Order.

10.3 The Customer gives the right to process his personal data, including: to place personal data in the database (without additional notice), to store data,

(електронною поштою, мобільним зв'язком) рекламних та спеціальних пропозицій, інформації про акції, або будь-якої іншої інформації про діяльність Веб-сайту <https://www.callab.com.ua/>. Для цілей, передбачених цим пунктом, Замовнику можуть направлятися листи, повідомлення та матеріали на поштову адресу, e-mail Замовнику, а також відправлятися sms-повідомлення, здійснюватися дзвінки на вказаний ним у Замовленні телефонний номер.

10.3. Замовник дає право здійснювати обробку його персональних даних, у тому числі: поміщати персональні дані в бази даних (без додаткового повідомлення про це), здійснювати зберігання даних, їх накопичення, оновлення, зміну (у міру необхідності). Виконавець бере на себе зобов'язання забезпечити захист даних від несанкціонованого доступу третіх осіб, не поширювати і не передавати дані будь-якій третій стороні (крім передачі даних пов'язаним особам, комерційним партнерам, особам, уповноваженим Виконавцем на здійснення безпосередньої обробки даних для зазначених цілей.

10.4. Виконавець не несе відповідальність за зміст і правдивість інформації, що надається Замовником при оформленні замовлення. Замовник несе відповідальність за достовірність вказаної при оформленні замовлення інформації.

accumulate them, update, change (as needed). The Contractor undertakes to ensure the protection of data from unauthorized access by third parties, not to distribute or transfer data to any third party (except for the transfer of data to related parties, commercial partners, persons authorized by the Contractor to carry out direct data processing for these purposes.

10.4 The Contractor is not responsible for the content and veracity of the information provided by the Customer when placing an order. The Customer is responsible for the accuracy of the information specified when ordering.

PUBLIC OFFER AGREEMENT ON THE PROVISION OF MEDICAL RESEARCH SERVICES

Limited Liability Company «Taking care of you», hereinafter referred to as the Contractor, on the one part, and an individual who accepted the terms of this Public Offer Agreement on the Provision of Medical Research Services, hereinafter referred to as the Customer, on the other part, hereinafter collectively referred to as the Parties and individually as a Party, have entered into this Public Offer Agreement on the Provision of Medical Research Services, hereinafter referred to as the Agreement.

This Agreement is addressed to an unlimited number of persons, being the Contractor's official public offer to conclude with the Customer the Agreement on the Provision of Medical Research Services specified by the Customer in the Order Form.

When purchasing Services from the Contractor, the Customers shall accept the terms hereof on the following:

1. GENERAL PROVISIONS

1.1. This Agreement defines the terms of purchase by the Customer of services for organizing the Customer's medical research, hereinafter referred to as the Services, on website <https://visitukraine.today/>.

1.2. This Agreement is public according to Articles 633 and 641 of the Civil Code of Ukraine and is in full force and effect. According to Article 642 of the Civil Code of Ukraine, payment for Services by the Customer shall be deemed a full and unconditional acceptance of the terms hereof.

1.3. According to Article 634 of the Civil Code of Ukraine, the terms hereof shall be equal for and binding on all Customers ordering the Services on the website <https://visitukraine.today/>. This Agreement defines the procedure and conditions for the provision by the Contractor of the Services purchased (ordered) by the Customer.

1.4. The date hereof is the date of registration of Services ordered by the Customer.

1.5. The Parties guarantee that each Party has the necessary legal capacity, all the rights and powers necessary and sufficient to conclude and execute this Agreement in accordance with its terms.

1.6. The Contractor carries out its activities in accordance with the current legislation of Ukraine.

1.7. In this offer, unless the context requires otherwise, the terms below shall have the following meaning:

Offer - the Contractor's public offer to conclude an Agreement addressed to any individual and/or legal entity.

Acceptance - full acceptance of the offer terms for the purchase of Services by filling out the Order Form. If the terms of the Contractor's offer are accepted, an individual or a legal entity accepting the offer shall be treated as the Customer. Acceptance is the fact of registration of an Order Form by clicking on the "Pay" button and cashless payment of Services in the amount of 100%.

Contractor – Legal entity Limited Liability Company «Taking care of you» is established in accordance with the current legislation of Ukraine, and registered at Office 1, Section 1, bldg. 13, Hlybochytska street, Kyiv, Ukraine 04052.

Customer - any legally capable individual or legal entity who has accepted the terms hereof and intends to purchase (buy) the Contractor's Services.

Medical Research Service Provider (hereinafter referred to as the diagnostic center) - the diagnostic (laboratory) center that conducts medical research of the Customer.

Service (service fee) - a service for organizing the Customer's medical research in accordance with the Order Form completed by the Customer, including:

- collection and processing of Customer data;
- coordination and organization of Customer servicing by the diagnostic center;
- providing the Customer with explanatory information on the Services received;
- submission to the Customer of necessary documents relating to the Services received;
- consulting the Customer by telephone or e-mail on the Services received.

Order Form - the Customer's application for the purchase of Services from the Contractor duly completed and posted on the Website <https://visitukraine.today/> at the bottom of the home page.

Medical Research - collection Customer's bio material for the determination RNA SARSCoV-2, (COVID-19) by PCR".

1.8. Having paid for Services hereunder, the Customer simultaneously confirms that it agrees to the processing of its personal data on the terms established hereby, provides informed voluntary consent to medical intervention, is familiar with the nature and risks associated with such medical intervention, agrees with the terms hereof and all actions that will be carried out hereunder and that will not contradict the terms hereof.

2. SUBJECT MATTER

2.1. According hereto, the Contractor undertakes, on the terms and in the manner prescribed hereby, to provide the Customer with Services of adequate quality, at the current prices indicated on <https://visitukraine.today/> at

the bottom of the home page, and the Customer, in turn, undertakes to pay and receive Services in accordance with the terms hereof.

This Agreement governs the purchase and sale of Services on the Website: <https://visitukraine.today/> offered at the bottom of the home page, including:

- a) voluntary selection of Services by the Customer from the list specified in the Order Form;
- b) payment by the Customer for Services according to the Order Form completed on the Website <https://visitukraine.today/> at the bottom of the home page.

2.2. Simultaneously with payment for Services, the Customer confirms that it has read the terms of the offer and provides its voluntary consent to perform the terms of the offer.

2.3. The Contractor and the Customer confirm that the current offer is not a fictitious or bogus deal or a deal made under duress or influenced by fraud.

3. PERSONAL DATA

3.1. The Customer agrees to transfer its personal data to the Contractor in accordance with the terms hereof and the written consent provided when placing an Order in the scope necessary for registration, payment and provision of Services.

3.2. The Customer confirms that the consent to its personal data processing has been given in accordance with Law of Ukraine "On Personal Data Protection" and other regulatory legal acts of Ukraine pertaining to personal data protection.

3.3. The purpose of personal data processing is the provision by the Contractor of medical research services, biological material medical research by the diagnostic center and the provision by the Customer, or other persons indicated by the Customer, of the possibility of quick and easy access to personal data, including the results of laboratory tests, obtaining additional useful information related to laboratory results and health conditions, for other similar purposes pertaining to medical services and health conditions.

3.4. The scope of personal data, the consent to the processing of which is given by the Customer to the Contractor, shall be limited by the scope indicated by the Customer when completing the Order Form, information and documents provided by the Customer to the Contractor for the proper provision by the latter of Services hereunder, as well as the results of research of biological material provided by the Customer.

3.5. If, during the preliminary placement of an Order Form for the provision of Services by the Customer in special computer and/or information programs (systems) installed on any, including portable, media, a third party's e-mail address has been indicated, the Customer gives consent to the Contractor for emailing any documents and/or information related to the Services received hereunder, as well as to the diagnostic center for emailing the research results obtained under the Order Form to this e-mail address. The Customer shall be responsible for the correctness of e-mail and the confidentiality of information after receiving it.

3.6. To place an Order Form, the Customer undertakes to enter complete and accurate personal data on <https://visitukraine.today/> at the bottom of the home page. In case of inaccuracies or any discrepancies between the Customer's personal data indicated on the Contractor's website and the Customer's personal data provided by the latter when receiving medical research services or the results of medical research (passport data, data on the Order Form), the Contractor or the diagnostic center, in order to ensure the confidentiality of medical information, reserves the right to refuse to provide the Services until the Customer is identified.

3.7. By clicking "PAY", the Customer agrees to the processing of its personal data stored in the database of the Contractor and the diagnostic center solely for Customer identification in case of repeated orders, and for their correct execution.

4. CONFIDENTIALITY

4.1. Confidential information hereunder shall refer to information about the fact of the Customer's request for a Service, the list of Services, the results of laboratory tests, as well as other information that, in accordance with the current legislation of Ukraine, is confidential (classified information).

4.2. The Parties undertake to maintain the confidentiality of information received during the implementation by the Parties of the terms hereof.

4.3. The Contractor guarantees that the Customer's personal data will not be used for mercenary purposes, on third-party resources or to spread spam.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Contractor is entitled to:

5.1.1. Change the list of Services provided by the Contractor and posted on the Website <https://visitukraine.today/> at the bottom of the home page in terms of the scope and cost of Services hereunder, provision period, etc.

- 5.1.2. Engage third parties to provide Services.
- 5.1.3. Organize promotions, provide discounts and additional benefits for Services.
- 5.1.4. Inform the Customer about changes in Services.
- 5.1.5. Accept payment for Services in a cashless form during the placement of an Order Form.
- 5.1.6. If the Customer fails to provide or fill in all the necessary data in the Order Form, or disagrees with informed consent, the Contractor has the right to terminate this Agreement at the time such violations are detected. In this case, the cost of Services shall be non-refundable.

5.2. The Contractor undertakes to:

- 5.2.1. Provide Services in a timely and efficient manner in accordance with the terms hereof and in compliance with the requirements of the current legislation of Ukraine.
- 5.2.2. Provide the Customer with information, including information about the conditions for the provision and receipt of medical research services, etc.
- 5.2.3. Inform the Customer on the impossibility to provide the Services in whole or in part.
- 5.2.4. Comply with the terms hereof.

5.3. The Customer is entitled to:

- 5.3.1. Timely and proper receipt of Service.
- 5.3.3. Send to the Contractor any requests, feedbacks, etc. regarding the Services received.
- 5.3.4. Receive advice from the Contractor on the Services received.

5.4. The Customer is obliged to:

- 5.4.1. Properly fulfill the terms hereof and promptly inform the Contractor about the circumstances that prevent the Customer from fulfilling the terms hereof.
- 5.4.2. Read the provisions hereof in a timely manner and to the extent required.
- 5.4.3. Pay the cost of Services in accordance with the terms hereof.
- 5.4.4. Strictly adhere to the following recommendations on the rules for preparing for a medical research in order to exclude any factors that may affect the results of laboratory tests, namely: do not eat, drink, brush teeth, rinse mouth/throat, chew gum or smoke at least 30 minutes before taking a swab from the oropharynx (pharynx). Do not instill drops, use sprays or rinse nose at least 2 hours before taking nasal swabs. If the Customer fails to comply with this paragraph, the Contractor and the diagnostic center shall not be responsible for the accuracy and correctness of medical research results.
- 5.4.5. Upon arrival specialists of the diagnostic center, it is necessary to have an identity document. Be sure to wear a mask during the research.
- 5.4.6. Provide the Contractor with all the information requested by the latter to provide high-quality Services.
- 5.4.7. Provide consent to personal data processing.
- 5.4.8. In case of violation of paragraphs 5.4.4, 5.4.5, 5.4.6 and 5.4.7. hereof, the Contractor reserves the right to cancel the Order Form. If the Service has been paid, the payment for the Service will not be refunded to the Customer.
- 5.4.9. The Customer must provide to the specialists of the diagnostic center with one of the below identification documents:

- passport of a foreigner;
- permanent residence permit;
- temporary residence permit;
- passport of a citizen of Ukraine;
- travel passport of a citizen of Ukraine;
- diplomatic passport of Ukraine;
- official passport of Ukraine;
- temporary ID of Ukraine;
- driver's license;
- birth certificate for minors and document of the child's legal representative.

In case of violation hereof, the diagnostic center's specialist has the right to refuse the Customer to conduct a medical research. In this case, the payment for the Service will not be refunded to the Customer.

5.4.10. If the research results of a person who has not reached the age of majority will be received by his/her legal representative, the latter shall submit to an employee of the diagnostic center the original Order Form, a birth certificate and an identity document of the legal representative.

5.4.11. Not to take any actions that may lead to a disproportionately large load on the Website: <https://visitukraine.today/> infrastructure, use automatic programs to access the Website, or copy, reproduce, modify any information contained on the Website: <https://visitukraine.today/>

6. PROCEDURE FOR PLACING A SERVICE ORDER FORM

6.1. The Customer shall independently draw up an Order Form on the corresponding page of the Website (at the bottom of the home page) <https://visitukraine.today/> by filling out the necessary form and entering information, read and agree with the terms hereof, consent to personal data processing, and pay for Services. Placement and confirmation of the Order Form shall mean that the Customer has got a full understanding of Services, price and provision period, and the rules for preparing for medical research.

6.2. The cost and scope of Services shall be final and cannot be changed after payment for Services.

6.3. Service Orders shall be accepted via the Website <https://visitukraine.today/> 24 hours a day, 7 days a week.

7. PRICE AND TERMS OF PAYMENT FOR SERVICES

7.1. The list of the Contractor's Services and their cost are available on the Website <https://visitukraine.today/> at the bottom of the home page.

7.2. Payment by the Customer for Services shall mean that the Customer agrees to enter into this Agreement with the Contractor.

8. SERVICE PROVISION PERIOD

8.1. The estimated duration of medical research in Kyiv and Kyiv Oblast is 24 hours from the time of collection of bio material by PCR method. And 6 hours from the time of urgent collection of bio material

8.2. Services shall be deemed to have been provided at the time of medical examination result transfer by the diagnostic center to the Customer or its authorized person in person or by emailing it to the address specified in the Order Form.

9. AMENDMENT OF THE AGREEMENT

9.1. The Contractor has the right to amend the text hereof at its discretion at any time and without prior notice to the Customer. The current version hereof is always available on the Website <https://visitukraine.today/> at the bottom of the home page.

9.2. The Contractor reserves the right to expand and reduce the range of Services, regulate access to the purchase of any Services, and suspend or terminate the sale of any Services at its sole discretion at any time.

9.3. The Customer agrees and acknowledges that the amendments to the offer entail the amendments to the existing Agreement between the Customer and the Contractor, and these amendments to the Agreement shall take effect simultaneously with such amendments to the offer.

10. TERM

10.1. This Agreement shall enter into force on the date of its public placement and shall be valid until the Parties fulfill their obligations hereunder.

11. RESOLUTION OF DISPUTES AND DISAGREEMENTS

11.1. Disputes and disagreements that may arise during the implementation hereof will, if possible, be resolved through negotiations between the Parties. Pre-trial settlement of disputes is mandatory and provides for the filing of a claim by one of the Parties, which is considered by the other Party within thirty days of receipt.

11.2. All disputes, disagreements or claims arising out of or in connection herewith, including those relating to its performance, breach, termination or invalidity, shall be settled in the appropriate court of Kyiv.

12. LIABILITY OF THE PARTIES

12.1. For non-fulfillment or improper fulfillment of obligations hereunder, the Parties shall be liable in accordance with the procedure provided for by the current legislation of Ukraine.

12.2. The Contractor shall not be responsible for the quality of the Service provided if the Customer violates any of the terms hereof.

13. FORCE MAJEURE

13.1. The Parties shall not be liable for non-performance of any of their obligations, other than payment obligations, if they prove that such non-performance was caused by force majeure, i.e. events or circumstances beyond the control of such Party, which occurred after the conclusion hereof and are unpredictable and unavoidable.

13.2. Force majeure circumstances include, in particular: natural disasters, strikes, fires, floods, explosions, icing, wars (both declared and undeclared), riots, consequences of accidents or adverse weather conditions, embargoes, disasters, restrictions imposed by state authorities (including distribution, priorities, official requirements, quotas and price controls), if these circumstances directly affected the performance hereof.

13.3. An affected Party prevented from the fulfillment of its obligations hereunder due to the occurrence of force majeure shall immediately inform the other Party of the occurrence of the above circumstances, as well

as provide the other Party with confirmation of force majeure within 30 (thirty) calendar days. Such confirmation can be provided in the form of a statement, certificate or other relevant document issued by the authorized state body located at the place of occurrence of force majeure. Notification can be made in writing, by SMS, or by phone call using the details specified by the Customer in the personal data.

13.4. The time required for the Parties to fulfill their obligations hereunder will be extended in proportion to the duration of any period during which the performance hereof was delayed due to the above circumstances.

13.5. If, due to force majeure, the non-performance of obligations hereunder lasts more than three months, each of the Parties has the right to terminate this Agreement unilaterally by notifying the other Party in writing.

14. FINAL PROVISIONS

14.1. This Agreement is a public offer. The absence of a hard copy hereof signed by both Parties in the case of actual payment by the Customer or direct provision of the Service hereunder shall not be a reason to consider this Agreement invalid. Placement of an Order Form and payment effected by the Customer in accordance with the terms hereof shall be considered an acceptance hereof.

14.2. This Agreement is made in Ukrainian, English and Russian. In the event of conflict between Ukrainian, English and Russian version, Ukrainian version shall prevail.

14.3. This Agreement includes the Appendix being integral part of this Agreement

15. ADDRESS AND BANKING DETAILS

Limited Liability Company «TAKING CARE OF YOU»

Office 1, Section 1, bldg. 13, Hlybochytska street, Kyiv, Ukraine 04052

Account IBAN UA383052990000026001006812960

EDRPOU code 44035582

+38 (098) 100-64-68, +38 (098) 270-02-00

Turbota.Pro.Vas@gmail.com

On behalf of Limited Liability Company «TAKING CARE OF YOU»

Director /Boatswain Svetlana

**Appendix No. 1 to the Public Offer Agreement on the Provision of Medical Research Services
CONSENT TO PERSONAL DATA PROCESSING**

By submitting an online Order Form on the Website: <https://visitukraine.today/>, at the bottom of the home page, I give to Contractor also diagnostic center to the processing of my (my child's) personal data in accordance with Law of Ukraine "On personal data protection" and other legal acts of Ukraine concerning the protection of personal data, to the local information system owned by «TAKING CARE OF YOU LLC and/or the diagnostic center. The scope of personal data, the consent to the processing of which I provide to «TAKING CARE OF YOU» LLC and diagnostic center, is limited to the scope of data provided by me for the provision of medical research services and results of medical research of the provided biological material.

The purpose of personal data processing is the provision to me of medical research services by «TAKING CARE OF YOU» LLC, and biological material medical research by the diagnostic center, as well as the provision to me, or other persons indicated by me, of the possibility of quick and easy access to personal data, including the results of laboratory tests, obtaining additional useful information related to laboratory results and health conditions, for other similar purposes pertaining to medical services and health conditions (hereinafter, the *Purpose of Processing*).

I was explained the procedure for accessing the personal data provided by me, the right to make changes thereto or terminate the processing of such personal data.

I agree that «TAKING CARE OF YOU» LLC and the diagnostic center have the right to transfer (distribute) personal data to third parties without my additional consent. Third parties include: state and local government bodies, other persons who have the right to receive this information in accordance with the requirements of the current legislation of Ukraine, lawyers, contractors with whom «TAKING CARE OF YOU» LLC and/or the diagnostic center have concluded contracts for the provision of services, performance of works, and commercial concessions.

I give my consent to the processing of the personal data provided by me and specified in this consent, in any computer and/or information systems that are used legally by the entities that process personal data, as well as consent to the cross-border transfer of personal data to a foreign country to carry out activities in accordance with the specified Purpose of Processing.

I agree that if a person designated by me places a pre-order for the provision of services by «TAKING CARE OF YOU» LLC in a special computer and/or information program (system) installed on any, including portable, media, I am aware of the list of services and want to receive these services from «TAKING CARE OF YOU» LLC, and confirm that my designated person has acted on my behalf and in my best interest, and the payment of the order entails the obligation of «TAKING CARE OF YOU» LLC to perform in full the services selected in such a special computer and/or information program (system), regardless of whether I have chosen such services independently or with the engagement of a designated person, according to the Purpose of Processing. I give my consent to «TAKING CARE OF YOU» LLC to send any documents and/or information related to the services received under the Agreement, and to the diagnostic center to send the received research results under the order to the e-mail address specified during the pre-order by the designated person. The designated person shall be responsible for the correctness of e-mail and the confidentiality of information after receiving it.

I agree to receive information about research readiness via SMS messages or to the e-mail address provided by me, and other information regarding healthcare, medical services and special offers in electronic and SMS messages.

I agree that if I transfer the order ID to third parties, «TAKING CARE OF YOU» LLC shall not be responsible for non-compliance with confidentiality.

By providing a mobile phone number, I consent to receive messages, including those sent via programs and mobile apps, about the readiness of medical research results, or other information that corresponds to the Purpose of Processing. I understand that message delivery depends on mobile operators and/or communication service providers, and is not guaranteed. «TAKING CARE OF YOU» LLC is not responsible for my receipt of the notification.

I agree that «TAKING CARE OF YOU» LLC cannot guarantee and is not responsible for the delivery of medical research results by e-mail, because the delivery of an e-mail depends on the settings of mail servers, antivirus systems and spam filters of my mailbox. «TAKING CARE OF YOU» LLC is not responsible for my receipt of the notification.

I have read the text of the Agreement and this consent, and by ticking the field "I agree to the terms of the public offer agreement" in the online Order Form confirmation on the Website <https://visitukraine.today/>, at the bottom of the home page, I confirm that I agree with all the terms hereof and appendices hereto, the provisions of which have been explained and understood by me.